

Publishing Agreement



Series: Landscapes: the Arts, Aesthetics, and Education

The following agreement has been approved by and entered into between

Diana R. Dansereau, 12 Holly Street, Providence, RI 02906, USA

Jay Dorfman, 70 Allison Street, Newton, MA 02458, USA

(hereinafter called **Editor**)

on the one part and

Springer International Publishing AG, Gewerbestrasse 11, 6330 Cham, Switzerland

(hereinafter called **Publisher**)

on the other part.

When Editor is more than one person, the expression "Editor" as used in this agreement will apply collectively unless otherwise indicated.

§ 1 Rights Granted

1.1 Editor, in cooperation with further contributing authors to the work (hereinafter called Authors), undertakes to prepare for publication by Publisher a work provisionally entitled:

Music Education Research in the 21st Century - Theories, Questions, Problems, and Methodological Pluralism

(hereinafter called **Work**)

comprising approximately 300 pages, including no illustrations. The Work may contain or link to media, social or functional enhancements. If such enhancements are included in or linked to the Work it will be specified in Clause 9. To the extent Clause 9 specifies that enhancements are included in the Work, they are an integral part of the Work and, unless otherwise explicitly set forth in Clause 9, all rights, licences and obligations agreed to hereunder shall apply to such enhancements.

1.2 Editor hereby grants and assigns to Publisher the exclusive, sole, permanent, world-wide, transferable, sub-licensable and unlimited right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive, store, lease or lend and sell the Work or parts thereof individually or together with other works in any language, in all revisions and versions (including soft cover, book club and collected editions, anthologies, advance printing, reprints or print to order, microfilm editions, audiograms and videograms), in all forms and media of expression including in electronic form (including offline and online use, push or pull technologies, use in databases and networks for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or

interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the works or parts thereof in data networks or search engines), in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights. Publisher especially has the right to permit others to use individual illustrations, tables or text quotations and may use the Work for advertising purposes. For the purposes of use in electronic forms, Publisher may adjust the Work to the respective form of use and include links (e.g. frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work. For the avoidance of doubt, all provisions of this contract apply regardless of whether the Work itself constitutes a database under applicable copyright laws or not.

- 1.3 The copyright in the Work shall be vested in the name of Publisher. Editor has asserted his/her right(s) to be identified as the originator of this Work in all editions and versions of the Work and parts thereof, published in all forms and media. Publisher may take, either in its own name or in that of Editor, any necessary steps to protect the rights granted under this Agreement against infringement by third parties. It will have a copyright notice inserted into all editions of the Work according to the provisions of the Universal Copyright Convention (UCC).

The parties acknowledge that there may be no basis for claim of copyright in the United States to a Work prepared by an officer or employee of the United States government as part of that person's official duties. If the Work was performed under a United States government contract, but Editor is not a United States government employee, Publisher grants the United States government royalty-free permission to reproduce all or part of the Work and to authorise others to do so for United States government purposes. If the Work was prepared or published by or under the direction or control of Her Majesty (i.e., the constitutional monarch of the Commonwealth realm) or any Crown government department, the copyright in the work shall, subject to any agreement with Editor, belong to Her Majesty. If Editor is an officer or employee of the United States government or of the Crown, reference will be made to this status on the signature page.

- 1.4 Editor retains, in addition to uses permitted by law, the right to communicate the content of the Work to other scientists, to share the Work with them in manuscript form, to perform or present the Work or to use the content for non-commercial internal and educational purposes provided the Authors agree and that the original source of publication is cited according to current citation standards.

§ 2 Delivery and Acceptance of the Work

- 2.1 Editor shall deliver the Work to Publisher on or before December 1, 2017 (hereinafter called **Delivery Date**) electronically in Microsoft Word format or in such form as may be agreed in writing with Publisher. The Work shall be in a form acceptable to the Publisher (acting reasonably) and in line with the instructions contained in the guidelines and Editor shall provide at the same time, or earlier if the Publisher reasonably requests, any editorial, publicity or other form required by the Publisher. Publisher is entitled to have the Work peer-reviewed by external reviewers of its choice.

If Editor fails to deliver the Work by the Delivery Date, or within any grace period given by Publisher, acting reasonably, then Publisher shall be entitled to:

- (a) commission an appropriate and competent person (who, in the case of joint Editors, may be a person comprising the Editor) to complete the Work and any fees payable to the competent person shall be deducted by Publisher, acting reasonably, from any sums due to Editor under this Agreement; or
- (b) terminate this Agreement by immediate written notice to Editor, in which case all advance payments paid to Editor under or in connection with this Agreement shall be repaid to Publisher within 28 days of said notice.

(c) If Editor, or where Editor consists of two or more persons, any of the persons comprising the Editor, dies or becomes incapacitated or otherwise incapable of performing Editor's obligations under this Agreement, Publisher shall be entitled to be given copies of all notes, manuscripts or other materials relating to the Work. Publisher may either terminate this Agreement with immediate effect (by written notice to Editor or Editor's estate) or elect to continue to publish the Work.

- 2.2 Publisher is entitled to carry out editorial changes on the manuscript within the usual limits. This is intended especially to enhance the uniform overall organisation and form of the Work. Any significant changes in content require the approval of the Editor. Publishers is entitled to prepare and use summaries within the intended use of the Work and for the purposes of sales, distribution and advertising.
- 2.3 Editor agrees, at the request of Publisher, to execute all documents and do all things reasonably required by Publisher in order to confirm to Publisher all rights intended to be granted under this Agreement. Editor, in cooperation with the Authors, warrants that the Work is original except for such excerpts from copyrighted works (including illustrations, tables, animations and text quotations) as may be included with the permission of the copyright holder thereof, in which case(s) Editor shall make sure that the Author(s) obtain(s) written permission to the extent necessary and that the Author(s) indicate(s) the precise sources of the excerpts in the manuscript.

Editor, in cooperation with the Authors, warrants that they are entitled to grant the rights in accordance with Clause 1 "Rights Granted", that Editor has not assigned such rights to third parties, that the Work has not heretofore been published in whole or in part. Editor is responsible for ensuring that all Authors sign Publishing Agreements or Consent-to-Publish forms in which each Author warrants that his/her contribution contains no libellous or defamatory statements and does not infringe on any copyright, trademark, patent, statutory right or proprietary right of others, including rights obtained through licences; and that each Author will indemnify Publisher against any costs, expenses or damages for which Publisher may become liable as a result of any claim which, if true, would constitute a breach by Author of any of Author's representations or warranties in this Agreement. In case an Author is not willing or is unable to sign such statement, but the Editor insists on a publication of this contribution in the Work, despite the Author's not having signed the warranty/indemnification declaration, Editor shall indemnify Publisher against any damages resulting from the infringement of any third party rights. Editor agrees, in cooperation with the Authors, to amend the Work to remove any potential obscenity, defamation, libel, malicious falsehood or otherwise unlawful part(s) identified at any time. Any such removal or alteration shall not affect the warranty and indemnity given by Editor in this Agreement.

§ 3 Publication of the Work

- 3.1 Publisher will undertake the publication and distribution of the Work in print and electronic form at its own expense and risk within a reasonable time after it has given notice of its acceptance of the Work to Editor in writing. The final determination of the electronic formats and the number of copies produced is at the discretion of Publisher. Publisher will, at its sole discretion, set or alter the list-price, allow for deviations from the list-price (if permitted under applicable jurisdiction) and promote the Work as it considers most appropriate to optimise sales, including a good and suitable presentation for all distribution channels. All right, title and interest in the typography, design and/or look-and-feel of the Work shall remain the property of and is reserved to Publisher. Illustrations and any other material or immaterial property prepared at the expense of Publisher remain, as between the parties, the exclusive property of Publisher.

Nothing in this Agreement shall constitute an undertaking on the part of Publisher to publish the Work unless and until: (i) Publisher has given notice of acceptance in writing of the final manuscript of the entire Work, and (ii) any issues in relation to the Work (including all necessary consents and permissions) raised by the Publisher have been resolved to the Publisher's satisfaction.

In consideration of the above, if Publisher decides to not publish the Work, Editor shall in no event be entitled to any compensation or remedy in respect of any expense or loss incurred.

- 3.2 Publisher is entitled, depending on the market and the demand, to publish and distribute the Work in instalments (including but not limited to individual chapters) or to order. In case the Work is stored in physical stock Publisher is also entitled to pulp the print run or any portion thereof without previously notifying Editor. Publisher is required to continue promoting the Work and to retain a sufficient number of copies unless the Work is available in electronic form or on the basis of a print-to-order offer.

§ 4 Approval for Publishing

- 4.1 Editor, in cooperation with the Authors, shall proofread the page proofs, check the illustrations as well as any media, social or functional enhancements, and give approval for publishing, if and when requested by Publisher. Editor's approval for publishing is deemed to have been given if Editor does not respond within a suitable period of time after receiving the proofs.
- 4.2 Proofs are sent to enable Editor and Authors to check that the manuscript has been properly set in type and to allow Editor to correct any typesetter's or illustrator's errors. No alterations or corrections may be made by Author other than for the purpose of correcting typographical errors without the Publisher's prior written consent. In case Editor makes major changes that lead to additional costs for Publisher, and if such costs exceed 10% of the total cost of typesetting (or reproduction in the case of illustrations) they will be borne by Editor.
- 4.3 Should Editor make any content changes to the final proofs of the contributions after the Authors have given their approval for publication, Editor shall indemnify Publisher against any damages for which Publisher may become liable as a result of the change of content.

§ 5 Complimentary Copies, Editor's Discount for Books and Electronic Access

- 5.1 Editor or, if "Editor" comprises several individual editors, each of the co-editors who is party to this agreement is entitled to receive 3 printed copies free of charge and may obtain additional copies for personal use at a discount of 33 1/3% off the list-price if ordered directly from Publisher.
- 5.2 Furthermore, Editor is entitled to purchase for Editor's personal use (directly from Publisher) other books published by Publisher at a discount of 33 1/3% off the list-price for as long as there is a contractual arrangement between Editor and Publisher and subject to applicable book price regulation. Resale of such copies or of free copies is not permitted.
- 5.3 Publisher shall provide electronic access to the electronic final published version of the Work on Publisher's Internet portal, currently known as SpringerLink, to Editor. Furthermore, Editor has the right to download and disseminate single chapters from the electronic final published version of the Work for his/her private and professional non-commercial research and classroom use (e.g. sharing the chapter by mail or in hard copy form with research colleagues for their professional non-commercial research and classroom use, or to use it for presentations or handouts for students). Editor is also entitled to use single chapters for the further

development of his/her scientific career (e.g. by copying and attaching chapters to an electronic or hard copy job or grant application).

When Editor is more than one person each of the co-editors may share single chapters of the Work with other scientists or research colleagues as described above. In each case, Publisher grants the rights to Editor under this clause provided that Editor has obtained the prior consent of any co-editor(s) of the respective chapter.

§ 6 Remuneration

- 6.1 Publisher shall pay to Editor a remuneration of EUR 900 payable upon publication, publication being stipulated as the point in time when the Work is being distributed in print or electronic form, whichever occurs earlier.
- 6.2 If Publisher grants licenses to use the Work or derivative works thereof or parts of either in products published by other publishers (e.g. a licence to translate the Work and to distribute the translation, or a licence to distribute parts of the Work in a third party publication), Editor's sole payment for the respective licence and any related use will be a share of Publisher's Net Proceeds according to industry standards of 50%.
- 6.3 In the event that the Work contains or links (e.g. through frames or in-line links) to media, social or functional enhancements, the aforesaid remuneration, complimentary copies and/or access rights shall also cover the use of such material.
- 6.4 If "Editor" comprises several individual editors, the aforesaid remuneration will be paid as a total to the joint group of editors. Each co-editor will receive an equal share of any payment.
- 6.5 If there is a legal requirement for Publisher to withhold any taxes, the taxes will be deducted from the payments to Editor. Editors are responsible for the taxation of their payments. Publisher is entitled to report related information (including personal and financial data) to the respective authorities.
- 6.6 Any publisher's proceeds from rights managed by national copyright organisations (collecting societies including but not limited to societies such as Copyright Clearance Center) are the sole property of Publisher. Any such editor's proceeds are the sole property of Editor, and if applicable, registration and taxation of such proceeds is Editor's sole responsibility.

§ 7 Competing Works

Editor agrees not to contribute or to release with another publisher any publication that contains expression or subject matter substantially similar to the Work and which may compete with the Work. Any publication of substantial parts of the Work requires the prior written consent of Publisher, such consent not to be unreasonably withheld.

§ 8 New Editions

- 8.1 Publisher has the sole right to determine the publication of any subsequent edition, such determination to be made only after consultation with the Editor. In the event of subsequent editions, they shall be published by Publisher. Once notified by Publisher that a new edition is deemed necessary, Editor agrees to deliver an updated manuscript according to the terms of Clause 2 "Delivery and Acceptance of the Work", together with the material for any new illustrations within 18 months of such notification. Substantial changes in the nature or size of the Work require the approval of Publisher. In the event that Editor decides that further chapters shall be added to the new edition or that existing chapters shall be updated by a changed group of co-

authors, Editor is responsible for ensuring that any new (co-)author(s) sign a Publishing Agreement or Consent-to-Publish form. Upon publication of such new edition, Editor shall receive a consideration equivalent to Clause 6 "Remuneration". The terms of this Agreement shall apply to any new edition that is published under this New Edition clause.

- 8.2 If Editor, for whatever reason, is unwilling, unable or fails to submit an updated manuscript that meets the terms of this Agreement within the above stated period, then Publisher is entitled to revise, update and publish the content of the original edition or to designate one or more individuals (which, where Editor comprises two or more persons, may be one or more of the persons comprising the Editor) to prepare this and all future editions. In this case, Editor does not participate in preparing any subsequent editions. Publisher is entitled to continue to use the name of Editor on any new editions of the Work. Notwithstanding clause 8.2 (first sentence), Editor or Editor's beneficiaries shall receive 50% of the financial consideration stipulated in Clause 6 "Remuneration" (if any) but shall have no right or claim from any further subsequent editions of the Work.

§ 9 Miscellaneous

- 9.1 In case the final manuscript is not approved for publication by Publisher, all rights shall revert to the Editor and Publisher shall have no further obligations to publish the Work. Advance payments, if any, shall be refunded to the Publisher.

§ 10 General Provisions

- 10.1 If any difference shall arise between Editor and Publisher concerning the meaning of this Agreement or the rights and liabilities of the parties, the parties shall engage in good faith discussions to attempt to seek a mutually satisfactory resolution of the dispute. This agreement shall be governed by, and shall be construed in accordance with, the laws of Switzerland. The courts of Zug, Switzerland shall have the exclusive jurisdiction.
- 10.2 Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party if the other party commits a material breach of the terms of the Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 28 days of being given written notice to do so.
- 10.3 If Publisher, acting reasonably, decides that the Work is not suitable for publication in the intended market place, or that there is no substantial market for the Work, or the economic circumstances of publication have substantially changed (in each case other than due to the Work not being of a suitable quality to justify publication) then Publisher may at any time terminate this Agreement by giving one month's notice to Editor in writing. In the event of such termination: (a) Editor shall be entitled to retain all amounts received in respect of the Work previously paid to Editor by Publisher at the date of termination, and (b) all rights granted by Editor to Publisher under this Agreement shall revert to Editor, and to the Authors, respectively. Editor will not in any event be entitled to any further payments due after the date of termination in respect to the Work.
- 10.4 Termination of this Agreement, howsoever caused, shall not affect:
- (a) any subsisting rights of any third party under any licence or sub-licence validly granted by Publisher prior to termination and Publisher shall be entitled to retain its share of any sum payable by any third party under any such licence or sub-licence;
 - (b) the rights of Editor to any payments due in respect of exploitation of the Work by a third party pursuant to any licence granted by Publisher prior to the date of termination;

- (c) any claim which either party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination; or
- (d) any option granted by Editor to Publisher in respect of future works.

10.5 On termination of this Agreement in accordance with its terms, all rights and obligations of Publisher and Author under this Agreement will cease immediately, except that any terms of this Agreement that expressly or by implication survive termination of this Agreement shall remain in full force and effect. On termination of this Agreement by Publisher for any reason, Publisher shall not be liable for any payment in respect of any part of the Work not delivered at the date of termination. On termination of this Agreement Publisher may continue to sell any copies of the Work which are in its power, possession or control as at the date of expiry or termination of this Agreement for a period of 6 months on a non-exclusive basis subject to the payment of royalties due hereunder.

10.6 This agreement and the documents referred to within constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any previous agreements, warranties, representations, undertakings or understandings. It may be modified or amended only in writing. For purposes of this agreement, "in writing" requires either a written and signed document or an electronic confirmation with DocuSign or similar e-commerce solution.

10.7 The failure by either party to enforce any one or more of the terms of this Agreement at any time or for any period shall not constitute a waiver of such term or of that party's right to enforce any and all terms of the Agreement subsequently.

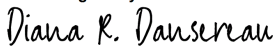
10.8 Editor will not, without the prior written consent of Publisher, disclose the terms of this Agreement to any third party, except to Editor's respective professional advisors or as required by a court, regulatory body or other authority of competent jurisdiction.

10.9 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between Publisher and Editor. Each editor is jointly and severally liable for Editor's obligations. Neither party may assign this agreement to third parties but Publisher may assign this agreement or the rights received hereunder to its affiliated companies.

To signify their agreement to the terms outlined herein, all parties have signed and exchanged this contract.

The Editor(s)

Springer International Publishing AG, Cham


DocuSigned by:

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 Diana R. Dansereau

 Thomas Hempfling
 Editorial Director/Asset Management

Jan-07-2016
 Date _____

Date _____

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Jay Dorfman

Date Jan-07-2016

Eric Schmitt
Managing Director

Date _____

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